

Home Heating Fuel Contract

Heating oil and propane fuel dealers offer price protection via “fixed price” or “cap price” contracts, pre-buy programs, or budget plans. Before signing any agreement, ask for the company’s Connecticut Home Heating Oil and Propane Dealer registration number and contact the Department of Consumer Protection at (860) 713-6160 to confirm the dealer’s registration and to learn about any complaints filed against the company.

Heating fuel contracts must:

- be in writing, signed and dated by you and the dealer; and
- have clear terms and conditions.

In addition, pre-buy contracts must:

- not last longer than 18 months;
- indicate the amount you have paid the dealer under the contract;
- indicate the maximum number of gallons committed by the dealer for delivery to you under the contract;
- include the contract start and end date;
- state default terms; and
- include a statement indicating that the dealer has fulfilled one of two options to ensure that enough fuel is available for all of his price protection contracts.*

Unless otherwise specified in writing, your contract must also state that you are to be reimbursed at the contracted per gallon rate, no later than 30 days after the end of the contract for any prepaid, undelivered fuel.

**Fuel dealers offering pre-paid contracts must now demonstrate on request that they have pre-purchased 75% of the fuel that they pre-sell to consumers, or have obtained a bond against 50% of their sales.*

Real Estate

All written real estate agreements and contracts are fully legal and binding from the time you sign. There is no 3-day Right to Cancel. Therefore, be sure you understand and agree with every real estate contract and agreement that you sign – even a seller’s listing agreement or a buyer’s representation agreement. If you wish to dispute the terms *after* the agreement has been signed, your only recourse may be civil court.

Your signature indicates that you have read, understood, and accepted all the terms within the document. Always be sure to get a signed and dated copy of any agreement you sign; you are entitled to receive it at the time of signing.

Most terms and conditions in a Listing Agreement, Buyer Representation Agreement, or Purchase and Sale Contract are negotiable before these documents are signed.

For example, you may negotiate the commission rate with a potential broker, as commissions are not fixed, by State law. You may also negotiate the duration of a buyer representation agreement. When making an offer on a property, you may request that major appliances be included in the sale.

Before documents are signed, either party can and should walk away from a potential agreement that doesn’t work for them. Once you sign your name to a listing agreement, a representation agreement, or a purchase contract, you are legally bound to uphold the provisions of that contract.

Diet Program

Contracts for diet and weight reduction programs must be in writing, include the date of the transaction, the name and address of the seller, be signed by both parties, include notice of your 3-day Right to Cancel, and inform you of the required cancellation procedures.

The contract must also:

- give an estimate of how long you need to stay on the diet program in order to reach your desired weight;
- provide an estimate of all costs, including the contract price and monthly costs for any goods or services that you must buy under the contract;
- offer a list of the Connecticut–licensed health professionals who can monitor you during the diet program; and
- tell you that you may cancel the contract if you provide a letter from your doctor indicating that continuing on the diet is unhealthy for you, or if you move further than 25 miles from any facility that you’re required to attend under the diet program. If you cancel your contract for either of these reasons, you are entitled to pro-rated reimbursement for any pre-paid portion of your contract that was not used.

For more information, please contact the Department of Consumer Protection at (860) 713-6050 or 1 (800) 842-2649



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Fact Sheet

Important Facts About Contracts in Connecticut



STATE OF CONNECTICUT

M. Jodi Rell
GOVERNOR

Jerry Farrell, Jr.
COMMISSIONER

Buying a new car or home? Joining a health club, diet program or dating service? Replacing your roof or looking for a way to lower your home heating bills?

In transactions like these, you'll most likely be asked to sign a contract. Some contracts are thick and imposing, others are a single sheet of paper. Some may be called "Service Agreements," or "Buyer's Agreements." But they are all contracts, and you, the buyer, need to read them and understand them before you sign.

Each year, many consumers are shocked and frustrated to learn that by signing a seemingly innocent piece of paper, they've made a binding legal agreement that may be more costly than they ever expected, or one that doesn't live up to their expectations. But because they've signed on the bottom line, they are **legally obligated** to fulfill the terms of the contract for the length of the contract.

Don't be rushed into a contract!

- Sign only when you're ready, not when you feel "pressured."
- Shop around and ask questions.
- Take the time to read and understand all parts of any contract or written agreement before signing.
- If you still have questions or concerns, you may want to seek legal advice.

Connecticut law make specific provisions for certain contracts. Here are some things to watch for in everyday consumer contracts.

Home Improvement Your contract and any subsequent contract changes must be in writing. The contract is not valid unless it contains all the following information, and is entered into by a *Connecticut-registered contractor and/or salesperson*. The contract must:

- include the contractor's name, address, and Connecticut Home Improvement registration number;
- include the date of the transaction, plus both a start and end date for the work;
- be signed by both you and the contractor or registered salesperson; and
- include notice of the Buyer's Right to Cancel within 3 business days (In Connecticut, Saturday is a legal business day).

New or Used Automobile Typically, written automobile lease and purchase contracts are fully legal and binding from the time you sign the document. There is no automatic 3-day Right to Cancel. So be sure you understand all the terms and conditions before you sign for that car!

Dating Service Contracts for dating services must be in writing, include the date of the transaction, the name and address of the seller, be signed by both parties, include a 3-day Right to Cancel notification, and inform you of the specific cancellation procedures.

If you opt to cancel within three days, any money you paid on the contract must be refunded to you within ten business days after the seller receives your notice of cancellation.

New Home Construction There is no 3-day Right of Cancellation on new home construction. Before signing a new home construction contract with a builder, make sure you get a copy of his / her Connecticut Registration Certificate for new home construction.

Before signing, the contractor must, in writing:

- advise you to ask him or her for a list of the last 12 homeowners for whom he has built a home in the last two years. If there haven't been twelve built, then you may ask for a list of owners of all the new homes he has completed in the past two years;
- recommend that you contact several of these homeowners to ask about the quality and timeliness of his work;
- tell you that you can contact the Department of Consumer Protection to verify the contractor's registration and to check on any complaints;
- inform you that you can ask about his or her customer service policy and advise you to ask for the name of the company's public service contact; and
- notify you to ask your contractor if he or she will hold you harmless for work performed by any subcontractor on your property.

The new home contract must tell you that in the future, you could be contacted by other prospective customers, asking about the quality and timeliness of your contractor's work. Tell your contractor in writing when you sign your contract if you don't wish to be contacted in this way.

Health club Your membership agreement must be in writing and must:

- include notice of your right to cancel within 3 business days and inform you of the proper cancellation procedures;
- tell you of your right to cancel if the club moves or closes down;
- notify you of your right to a pro-rated refund if you move more than 25 miles from your facility or if you become disabled and can provide proper medical documentation; and
- include a list of all contract prices and equipment.

No health club contract may last longer than 24 months and no more than one-half of the contract fee can be collected in advance. Contracts cannot include an automatic renewal clause, except for a period up to one month. The price of this renewal cannot increase or decrease unless the contract states the amount of the price change or how it was calculated.

Connecticut's 3-Day Right of Cancellation

Applies to:

Home Improvement
Dating Services
Health Clubs
Diet Programs

Does Not Apply to:

New or Used Automobiles
Real Estate
New Home Construction
Home Heating Fuel